

Notice of Contract Purchase Agreement

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STATE OF RHODE ISLAND AND PROVIDENCE PLANTATIONS CAPITOL HILL PROVIDENCE RI 02908

V E 29717
N LVI ENVIRONMENTAL SERVICES INC 401 S SECOND ST EVERETT, MA 02149
R

DISASTER RECOVERY/RESTORATION SERVICES (MPA #397)

Award Number 3023561 Effective Period: 21-FEB-07 - 31-MAY-09

S H MASTER PRICE AGREEMENT SEE BELOW RELEASE AGAINST, RI MPA United States

Date: 23-FEB-07
Buyer: J Moynihan
Shipping: Paid
Terms: NET 30

I N V O I C United States

	Department	Type of Requisition	Bid Number	Requisition Number
			N/A	

Blanket Requirements: 2/21/07 - 5/31/09 MASTER PRICE AGREEMENT #397

DISASTER RECOVERY/RESTORATION SERVICES PER ATTACHED PRICING

AGENCY CONTACT: KEVIN CARVALHO (401) 222-6429

SUPPLIER CONTACT: RON NARDONE PHONE: 617-389-8880 FAX: 617-389-9502 - Jan What

Emergency Service Contract

The Service Contract (the "Contract") is en	tered int	o this	day of, 20	, by a	nd between
		(L\	T) located at		and
			r) located at		
reasonably necessary to complete the the work to be performed hereunder to performance of LVI's Scope of Work	work d	escribed in the n Change Or	d furnish all labor, materials, equipment and su Scope of Work (Below). LVI and Customer n der signed by both parties. Customer agrees to a as	nay make o	changes in tates in the
located at	1 1 2 .				as follows
				1 1 3	
	· .				3143
				7. T. J. S.	
	100			Arryo I	
		LVI I	RATES		
CONSUMARLES			FOURMENT		
Description Adhesive Remover	Uni Gl	\$77.00	Description 40 Ton AC Unit	Unit Ea	Daily Rate \$810.00
Anti-Microbial Coating Anti-Microbial Disinfectant (Concentrate Pre-Mixed)	GI GI	\$65:00 \$3:75	100 Ton Chiller Unit 200 Ton Chiller Unit	Ea Ea	\$895.00 \$1,710.00
Anti-Microbial Disinfectant (MicroBan RIU) Sags, Trash	GI RI	\$45.00 \$75.00	Air Compressor (110 psi) Air Compressor (125 psi)	Ea Ea	\$30.00 \$170.00
Sags, Trash Environmental Box, Storage Cardboard	RI Ea	\$\$5.00 \$7.00	Air Mover Buffer, Floor	Ea Ea	\$25.00 \$30.00
Brush, Long Handle/Scrub	Ea	\$9.00 \$29.95	Car., Tit/Demolition Dolly, 2-Whl/4-Whl/Drm/Whibrw	Ea Ea	\$20.00 \$5.00
amera (Disposable, 27 exp. includes development) Texner, General and all Purpose	Ea Gl	\$24.00	Electrical Dist. Panel (Spider Box) Extension Cords	Ea Ea	\$55.00 \$4.60
leaner, Electronic Grade Decontamination Unit, Disposable	GI Ex	\$334.00	Extraction Unit (Portable)	Ea	\$125.00
Duct, Lay Flat (500') ruel	RI GI	\$375.00 Cost plus 10%	Extraction Unit (Trailer) Filtration Unit	Ea Ea	\$450.00 \$25.00
ce (egațiue Air Filters (Prefilters)	Bg Ea	\$2.50 \$3.00	Fire Extinguisher First Aid Kit	Ea Ea	\$3.50 \$2.50
iegative Air Filters (Pleated)	Ea Ea	\$180.00	Floor Kit (Misp. Bucket, Broom, Rake, Scraper Wrecking Bar Freight	E(c.) Ea Mi	\$12.00 \$2.95
legative Air Filters (Main Hepa) City Sheeting, Fire Retardant	RI	\$100,00	Generator (4-5KW) Generator (45KW)	Ea Ea	\$80.00 \$125.00
oly Sheeting, Reinforced ags, Cotton Cloth	RI Bx	\$150.00 \$50.00	Generator (100KW) Generator (125KW)	Ea Ea	\$175.00 \$225.00
expirator Cartridges, Hepa expirator Cartride, PAPR	Pr Pr	\$10.00 \$25.00	Generator (150KW)	Ea Ea	\$325,00 \$400.00
pray Bottle w/Trigger pray Glue	Ea Cn	\$3.50 \$2.50	Generator (175KW) Generator (220KW)	Ea	\$475.00
ponges, Soot Absorbtion uit, Disposible	. ≝a Ea	\$2.25 \$2.25	Generator (500KW) HEPA Filtration Unit (10,000cfm)	Ea Ea	2300 00 2800 00
uit, Tyyek	Ea Ri	\$6.00 \$5.45	HEPA Filtration Unit (2,000cfm) Hudson Sprayer	Ea Ea	\$95.00 \$10.00
Spe, Duct owels	Cs	230.00	Light, Portable Light Stand	Ex Ea	\$2.50 \$15.00
Visite i De la companya di Albanda	Gi	\$1.90	Light, String Mobile Command Center	Ea Ea	\$10.00 \$445.00
ABOR mployee Classification		Hourly Rate	Negative Pressure Recorder Ozone Machine	Ea Ea	\$50.00 \$120.00
Project Consultant (PC) Project Executive (PE)		\$125.00 \$100.00	Power Hand Tools (Sawzali, Circular Saw, Drill etc)	Ex	\$10.00 \$40.00
Project Manager (PM) Health & Sufety Officer (HSO)		\$75.00 \$70.00	Pump, Small Pump, Flood	Ea Ea	\$135.00
Technical Specialist (Superintendent) (15)		\$70,00 \$70,00	Respirator, PAPR (Half Face) Respirator, PAPR (Full Face)	Ea Ea	\$5.00 \$25.00
Drying Technician (DT) Equipment Operator (EO)		\$75.00	Radio, Job Site Shower/Wash Station	Ea Ea	\$10.00 \$15.00
Remediation Worker (RW) General Laborer (GL)		\$65.00 \$65.00	Sprayer, Airless Thermal Image Camera	Ea Ea	\$65.00 \$50.00
Field Auditor (FA)	7 M 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1	\$40.00	Trailer Truck, 24 ft	Ea Ea	\$115.00 \$95.00
PECONTRACTORS	Cox	+ 10% + 10%	Truck, Pick-Up Truck, Water Extraction	Ea Hr	\$65.00 \$200.00
RYING FOUIPMENT excription	Unit	Daily Rate	Vacuum, (Wet/Dry) Vacuum, HEPA	Ea Ea	\$25.00 \$75.00
ehumidification Unit (50cfm-100cfm) ehumidification Unit (110cfm-200cfm)	Ea Ea	\$70,00 \$115,00	Van/Bus Ven/Wall Cavity Drying Unit	Ea Ea	\$95.00 \$175.00
-humidification Unit (220cfm-300cfm) -humidification Unit (500cfm-600cfm)	Ex Ex	\$135.00 \$295.00	Wall Kit (Ladder, Pall Protection, Knives Etc.)	Ea	\$10.00
humidification Unit (1000cfm)	Ea	\$515.00 \$995.00	Washer, High Pressure (5,000 psi)	Ea —	\$75.00
enumidification Unit (2000cfm-2250cfm) chumidification Unit (3500cfm)	Ea Ea	\$1200,00	[[[[[[[]]]]]] [[[]]] [[]] [[]] [] [] [] [] [] [] [] [] [] [] [] [] [] [] [[]] [] 	= =	
chumidification Unit (4500cfm-5000cfm) Chumidification Unit (6000cfm)	Ea En	\$1,275.00	4 43 4 4 4 4 4 1 5 5 4 5 6	SPE SP	
inumidification Unit (8500cfm) Humidification Unit (15,000cfm)	Ea	\$1,875.00 \$2,250.00	- 		
is contract contains terms and conditions on reed to and accepted this day of _	the from	nt and back of	this form.		
주건당 이상 환화 다 한다다고 있었다.		Cat Contra			
		custo	动物 医阿勒氏上腺体性病 美海豚		
MÈ .		NAME			
NATURE:	<u> </u>	SIGNA	TURE:		
LE		TITLE			Rev. I

Contract Terms and Conditions

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Terms and Conditions

PURCHASE ORDER STANDARD TERMS AND CONDITIONS

TERMS AND CONDITIONS FOR THIS PURCHASE ORDER

BLANKET PAYMENT

DELIVERY OF GOODS OR SERVICES AS REQUESTED BY AGENCY. PAYMENTS WILL BE AUTHORIZED UPON SUBMISSION OF PROPERLY RENDERED INVOICES NO MORE THAN MONTHLY TO THE RECEIVING AGENCY. ANY UNUSED BALANCE AT END OF BLANKET PERIOD IS AUTOMATICALLY CANCELLED.

EQUAL OPPORTUNITY COMPLIANCE

THIS PURCHASE ORDER IS AWARDED SUBJECT TO EQUAL OPPORTUNITY COMPLIANCE.

PURCHASE AGREEMENT AWARD

THIS IS A NOTICE OF AWARD, NOT AN ORDER. Any quantity reference in the agreement or in the bid preceding it are estimates only and do not represent a commitment on the part of the state to any level of billing activity, other than for quantities or volumes specifically released during the term. No action is to be taken except as specifically authorized, as described herein under AUTHORIZATION AND RELEASE. ENTIRE AGREEMENT - This NOTICE OF AWARD, with all attachments, and any release(s) against it shall be subject to: (1) the specifications, terms and conditions set forth in the Request/Bid Number cited herein, (2) the General Terms and Conditions of Contracts for the State of Rhode Island and (3) all provisions of, and the Rules and Regulations promulgated pursuant to, Title 37, Chapter 2 of the General Laws of the State of Rhode Island. This NOTICE shall constitute the entire agreement between the State of Rhode Island and the Vendor. No assignment of rights or responsibility will be permitted except with the express written permission of the State Purchasing Agent or his designee CANCELLATION, TERMINATION and EXTENSION - This Price Agreement shall automatically terminate as of the date(s) described under CONTRACT PERIOD unless this Price Agreement is altered by formal amendment by the State Purchasing Agent or his designee upon mutual agreement between the State and the Vendor

MULTI YEAR AWARD

THIS IS A MULTI-YEAR BID/CONTRACT PER RHODE ISLAND STATE LAW 37-2-33, CONTRACT OBLIGATIONS BEYOND THE CURRENT FISCAL YEAR ARE SUBJECT TO AVAILABILITY OF FUNDS. CONTINUATION OF THE CONTRACT BEYOND THE INITIAL FISCAL YEAR WILL BE AT THE DISCRETION OF THE STATE. TERMINATION MAY BE EFFECTED BY THE STATE BASED UPON DETERMINING FACTORS SUCH AS UNSATISFACTORY PERFORMANCE OR THE DETERMINATION BY THE STATE TO DISCONTINUE THE GOODS/SERVICES, OR TO REVISE THE SCOPE AND NEED FOR THE TYPE OF GOODS/SERVICES; ALSO MANAGEMENT OWNER DETERMINATIONS THAT MAY PRECLUDE THE NEED FOR GOODS/SERVICES.

AUTHORIZATION AND RELEASE

In no event shall the Vendor deliver goods or provide service until such time as a duly authorized release document is certified by the ordering Agency. A Direct Purchase Order (DPO) shall be created by the agency listing the items ordered, using the pricing and format set forth in the Master Blanket. All pricing shall be as described in the Master Blanket and is considered to be fixed and firm for the term of the Agreement, unless specifically noted to the contrary herein. All prices include prepaid freight. Freight,

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taxes, surcharges, or other additional charges will not be honored unless reflected in Master Blanket.

CAMPAIGN FINANCE COMPLIANCE

EVERY PERSON OR BUSINESS ENTITY PROVIDING GOODS OR SERVICES AT A COST OF \$5000 CUMULATED VALUE IS REQUIRED TO FILE AN AFFIDAVIT REGARDING POLITICAL CAMPAIGN CONTRIBUTIONS WITH THE RI STATE BOARD OF ELECTIONS EVEN IF NO REPORTABLE CAMPAIGN CONTRIBUTIONS HAVE BEEN MADE. (RI GENERAL LAW 17-27) FORMS OBTAINED AT BOARD OF ELECTIONS, CAMPAIGN FINANCE DIVISION, 50 BRANCH AVENUE PROVIDENCE 02904 (401-222-2056).

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TERMS AND CONDITIONS OF PRICING AGREEMENT

SCOPE AND LIMITATIONS - This Agreement covers requirements as described herein, ordered by State agencies during the Agreement Period. No additional or alternative requirements are covered, unless added to the Agreement by formal amendment by the State Purchasing Agent or his designee.

Under State Purchasing Law, 37-2-54, "no purchase or contract shall be binding on the state or any agency thereof unless approved by the department [of administration] or made under general regulations which the chief purchasing officer may prescribe." Under State Purchasing Regulation 8.2.1.1.2, "any alleged oral agreement or arrangements made by a bidder or contractor with any agency or an employee of the Office of Purchases may be disregarded and shall not be binding on the state."

<u>PRODUCT ACCEPTANCE</u> - All merchandise offered or otherwise provided shall be new, of prime manufacture, and of first quality unless otherwise specified by the State. The State reserves the right to reject all nonconforming goods, and to cause their return for credit or replacement, at the State's option.

a) Failure by the state to discover latent defect(s) or concealed damage or non-conformance shall not foreclose
the State's right to subsequently reject the goods in question.

 Formal or informal acceptance by the State of non-conforming goods shall not constitute a precedent for successive receipts or procurements.

Where the vendor fails to cure the defect promptly or replace the goods, the State reserves the right to cancel the Release, contract with a different vendor, and to invoice the original vendor for any differential in price over the original contract price.

ORDER AUTHORIZATION AND RELEASE AGAINST PRICING AGREEMENT

In no event shall the Vendor deliver goods or provide service until such time as a duly authorized release document is certified by the ordering Agency.

State Agencies shall request release as follows: All releases shall reference the Price Agreement number, the Contract Issue number, the item(s) covered, and the unit pricing in the same format as described herein.

A Department Purchase Order (DPO) listing the items ordered shall be created by the agency. The agency may mail or fax a copy of the order to the Vendor. In some cases the agency may request delivery by telephone, but must provide the Vendor with a DPO Order Number reference for billing purposes. Vendors are encouraged to require written orders to assure payments are processed accurately and promptly.

<u>DELIVERY</u> - If this is an MPA, Vendor will obtain "ship to" information from each participating agency. This information will be contained in the DPO. APA delivery information will be contained in the Notice of Award.

PRICING - All pricing shall be as described herein, and is considered to be fixed and firm for the term of the Agreement, unless specifically noted to the contrary herein. All prices include prepaid freight. Freight, taxes, surcharges, or other additional charges will not be honored unless reflected herein.

INVOICING – All invoices shall reference the DPO Order Number(s), Price Agreement number, the Contract Issue number, the item(s) covered, and the unit pricing in the same format as described herein. If this is an MPA, Vendor will obtain "bill to" information from each participating agency. This information will be contained in the DPO. APA billing information will be contained in the Notice of Award.

<u>PAYMENT</u> - Invoices for items not received, not priced according to contract or for work not yet performed will not be honored. No payment will be processed to any vendor for whom there is no IRS W-9 on file with the State Controller.